

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
(Southern Division)

ALFONSO F. ELEJALDE	:	
17316 Nugent Lane	:	
Dumfries, Virginia 22026	:	Civil Action No.
and	:	
BERNARD J. JUNIOR COLES	:	
13738 Mapledale Avenue	:	
Dale City, Virginia 22193	:	
and	:	
MAURIEL GRANT	:	
13851 Meadowbrook Road	:	
Dale City, Virginia 22193	:	
and	:	
CARLOS ANTONIO CASTRO BLANCO	:	
6022 Vista Drive	:	
Apt. 301	:	
Falls Church, Virginia 22041	:	
and	:	
RAMON PINA RODRIGUEZ	:	
6009 Vista Drive	:	
Apt. 301	:	
Falls Church, Virginia 22041	:	
and	:	
RONNI ALEXIS MARTINEZ REYES	:	
6040 Bellview Drive	:	
Falls Church, Virginia 22041	:	
and	:	
AVA M. GREGORY	:	
3807 Laramie Place #1	:	
Alexandria, Virginia 22309	:	

STEIN SPERLING BENNETT  
DE JONG DRISCOLL PC

ATTORNEYS AT LAW  
25 WEST MIDDLE LANE  
ROCKVILLE, MARYLAND 20850

TELEPHONE 301-340-2020

and :  
:  
STANLEY L. DIGGS :  
7953 Richmond Hwy. :  
Alexandria, Virginia 22306 :  
:

and :  
:  
SHANNON D. EDWARDS, JR. :  
14214 Autumn Cir. :  
Centerville, Virginia 20121 :  
:

and :  
:  
DAVID A. NEWELL :  
14122 Autumn Cir. :  
Centerville, Virginia 20121 :  
:

and :  
:  
NORMAN E. COLEMAN :  
7236 Jon Paul Drive :  
Apt. 102 :  
Alexandria, Virginia 22306 :  
:

and :  
:  
EVERETT A. WARREN :  
8314 Tobin Road #32 :  
Annandale, Virginia 22003 :  
:

and :  
:  
MARCEL P. SMITH :  
14214 Autumn Cir. :  
Centerville, Virginia 20121 :  
:

and :  
:  
DESALLES W. NELSON :  
5948 Founders Hill Drive :  
B102 :  
Alexandria, Virginia 22310 :  
:

and :  
:

STEIN SPERLING BENNETT  
DE JONG DRISCOLL PC

ATTORNEYS AT LAW  
25 WEST MIDDLE LANE  
ROCKVILLE, MARYLAND 20850

TELEPHONE 301-340-2020

JONATHAN L. GREEN  
8409 Credos Court  
Alexandria, Virginia 22309

and

JOSE J. MARTINEZ GRAZIANO  
P.O. Box 8975  
Falls Church, Virginia 22041

and

DAVID COLSTON, JR.  
3810 Laramie Place  
Alexandria, Virginia 22309

and

FRANKLIN RENE ALVAREZ  
502 Fourmile Road  
Apt. 104  
Alexandria, Virginia 22305

and

LARRY RONDELL HAWKINS  
641 46th Street  
Apt. 21  
Washinton, DC 20019

and

JESSE RONELL FIELDS  
4901 Seminary Road  
Apt. 1523  
Alexandria, Virginia 22311

and

ROBERT ERIC HUNT  
1010 Vernon Street  
Alexandria, Virginia 22314

and

KHAMSAY SYRAPCANAKOUN  
1320 North Nelson Street  
Arlington, Virginia 22201

and

JAMAR TURRELL DELONTA CAPER  
2710 Eastside Drive  
Alexandria, Virginia 22306

and

CURTIS GREENE  
1303 Queens Street  
Alexandria, Virginia 22314

and

RAMONE BEASLEY  
248 57th Street NE  
Washington, DC 200019

and

DARRELL R. GREEN  
2708 South Nelson Street  
Arlington, Virginia 22204

and

ARIEL ESCOBAR TORRICO  
1022 S. Rolfe Street  
Arlington, Virginia 22204

and

DERRICK ADKINS  
8318 Indian Head Hwy.  
Apt. B1  
Fort Washington, Maryland 20744

and

STEIN SPERLING BENNETT  
DE JONG DRISCOLL PC

ATTORNEYS AT LAW  
25 WEST MIDDLE LANE  
ROCKVILLE, MARYLAND 20850

TELEPHONE 301-340-2020

DARYL CHRISTOPHER WILSON  
4701 Michele Drive  
Landover, MD 20785

and

TACHENE A. DIGGS  
13738 Mapledale Avenue  
Dale City, Virginia 22193

Plaintiffs,

v.

PERDOMO CONSTRUCTION AND  
MANAGEMENT SERVICES, LLC  
600 Jefferson Plaza #308  
Rockville, Maryland 20852

Serve: Resident Agent  
Orlando Perdomo  
3605 Old Vernon Court.  
Alexandria, Virginia 22309

and

ORLANDO PERDOMO  
3605 Old Vernon Court  
Alexandria, Virginia 22309

and

BRANDON PARSONS  
600 Jefferson Plaza #308  
Rockville, Maryland 20852

Defendants.

### **COMPLAINT**

Plaintiffs, Alfonso F. Elejalde, Bernard J. Junior Coles, Mauriel Grant, Carlos Antonio  
Castro Blanco, Ramon Pina Rodriguez, Ronni Alexis Martinez Reyes, Ava M. Gregory, Stanley  
L. Diggs, Shannon D. Edwards, Jr., David A. Newell, Norman E. Coleman, Everett A. Warren,

STEIN SPERLING BENNETT  
DE JONG DRISCOLL PC

ATTORNEYS AT LAW  
25 WEST MIDDLE LANE  
ROCKVILLE, MARYLAND 20850

TELEPHONE 301-340-2020

Marcel P. Smith, DeSalles W. Nelson, Jonathan L. Green, Jose J. Martinez Graziano, David Colston, Jr., Franklin Rene Alvarez, Larry Rondell Hawkins, Jesse Ronell Fields, Robert Eric Hunt, Khamsay Syrapcanakoun, Jamar Turrell Delonta Caper, Curtis Greene, Ramone Beasley, Darrell R. Green, Ariel Escobar Torrico, Daryl Christopher Wilson, Derrick Adkins, Tachere A. Diggs (“Plaintiffs”), by and through their attorneys, Mary Craine Lombardo and Stein Sperling Bennett De Jong Driscoll PC, hereby file their Complaint against Defendants Perdomo Construction and Management Services, LLC, Orlando Perdomo and Brandon Parsons (collectively “Defendants”), for breach of contract action as well as under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”), and the Virginia Minimum Wage Act (“VMWA”) VA Code Ann. §40.1-28.8, *et seq.*, stating as follows:

#### INTRODUCTION

Plaintiffs worked for Defendants as laborers. Defendants paid them below the wages required by the Davis Bacon Act. In addition, when the Plaintiffs were paid, they were paid at the same fixed rate for all hours worked. In fact, they often worked in excess of forty hours per week and were not paid at the overtime rate of one and a half times their wage as required by Virginia and federal law. Defendants have willfully violated the clear and well-established overtime provisions of the FLSA and the VMWA. Plaintiffs seek compensatory and statutory damages for all unpaid overtime compensation, as well as attorneys’ fees and costs.

#### JURISDICTION & VENUE

1. This Court has subject matter jurisdiction over the causes of action alleged in this Complaint pursuant to 28 U.S.C. §§ 1331 and 1367, and 29 U.S.C. § 216.

2. Venue is proper pursuant to 28 U.S.C. § 1391.

STEIN SPERLING BENNETT  
DE JONG DRISCOLL PC

ATTORNEYS AT LAW  
25 WEST MIDDLE LANE  
ROCKVILLE, MARYLAND 20850

TELEPHONE 301-340-2020

PARTIES

3. Plaintiffs Alfonso F. Elejalde, Bernard J. Junior Coles, Mauriel Grant, Carlos Antonio Castro Blanco, Ramon Pina Rodriguez, Ronni Alexis Martinez Reyes, Ava M. Gregory, Stanley L. Diggs, Shannon D. Edwards, Jr., David A. Newell, Norman E. Coleman, Everett A. Warren, Marcel P. Smith, DeSalles W. Nelson, Jonathan L. Green, Jose J. Martinez Graziano, David Colston, Jr., Franklin Rene Alvarez, Jesse Ronell Fields, Robert Eric Hunt, Khamsay Syrapcanakoun, Jamar Turrell Delonta Caper, Curtis Greene, Darrell R. Green, Ariel Escobar Torrico and Tachere A. Diggs are adult residents of Virginia.

4. Plaintiffs Larry Rondell Hawkins and Ramone Beasly are adult residents of the District of Columbia.

5. Plaintiffs Derrick Adkins and Daryl Christopher Wilson are adult residents of Maryland.

6. Defendant Perdomo Construction and Management Services, LLC (“Perdomo Construction”) is a Maryland corporation.

7. Defendant Orlando Perdomo is a resident of Virginia and is the CEO of Perdomo Construction.

8. Upon information and belief, Defendant Brandon Parsons is a resident of Maryland and is the Vice President of Perdomo Construction.

9. Orlando Perdomo and Brandon Parsons are hereinafter referred to as the “Individual Defendants.”

10. At all times material herein, Defendants, in the aggregate and as a single enterprise, had annual gross volume of sales made or business done in an amount exceeding \$500,000.

11. Each Defendant is an “employer” within the meaning of the FLSA and the VMWA.

12. Defendants have at least two or more employees who are engaged in commerce, handle, sell or otherwise work on goods or materials that have moved in or were produced for commerce. Defendants negotiate and purchase from producers and suppliers who operate in interstate commerce and serve customers in interstate commerce.

13. At all times relevant, Defendants constituted an “enterprise” within the meaning of 29 U.S.C. § 203(r).

14. The Individual Defendants controlled the day to day operations of Perdomo Construction.

15. The Individual Defendants had the power to hire, fire, suspend, and discipline Plaintiffs.

16. The Individual Defendants supervised Plaintiffs directly or indirectly.

17. The Individual Defendants directly or indirectly set and controlled Plaintiffs’ work schedules or had the power to do so.

18. The Individual Defendants directly or indirectly set and determined the rate and method of Plaintiffs’ pay or had the power to do so.

19. The Maryland Court of Appeals made clear that individual employers are liable under the FLSA if the employer meets the economic reality test for “control.” *Campusano v. Lusitano Const. LLC*, 208 Md. App. 29, 36-40 (2012).

20. The Individual Defendants would be considered an employer for purposes of individual liability because of their intrinsic involvement in the business.



FACTS

21. Plaintiffs were employed by Defendants as laborers from March 2014 through July 2014 (the “Employment Period”).

22. Perdomo Construction entered into a Subcontractor Agreement with James G. Davis Construction Corporation (“Davis Construction”) to assist in the demolition of parts of the FDIC building in Virginia.

23. Upon information and belief, Davis Construction’s contract with the Federal Government required Perdomo Construction to pay laborers in accordance with the Davis-Bacon Act, including the Act’s prevailing wage requirement.

24. Plaintiffs were paid some payments when they began work, below what was required in the contract, and then Defendants failed to make any more payments to the Plaintiffs for the remainder of their work.

25. Plaintiffs are owed approximately \$190,320 in straight time and overtime wages.

26. Plaintiffs are owed approximately \$50,000 in minimum and overtime wages under the FLSA and the VMWA.

27. Plaintiffs are owed overtime wages that Defendants willfully failed and refused to pay to Plaintiffs in violation of Virginia and federal law.

28. The precise number of hours worked, and wages owed, should be revealed through discovery.

29. By statute, Defendants are required to maintain records which document the wages, hours and other conditions of employment. 29 U.S.C. §211.

30. Defendants knowingly and intentionally violated Plaintiffs’ rights under Virginia and federal law.

**COUNT I**  
**(Breach of Contract)**

31. Plaintiffs adopt herein by reference paragraphs 1 through 30 above as if fully set forth herein.

32. The contract between Davis Construction and Perdomo Construction is governed by 40 U.S.C. §3142 because it applies to “every contract in excess of \$2,000, to which the Federal Government ... is a party, for construction, alteration, or repair ... of public buildings and public works of the Government ... that are located in a State or the District of Columbia and which requires or involves various classes of laborers and mechanics.” *Id.* at §3142(a).

33. The statute further provides that “minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivisions of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.” *Id.* at §3142(b).

34. The statute also provides that “[n]o contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the [list of employers who have disregarded their obligations under the Act].” *Id.* at §3144(b)(2).

35. At all relevant times, Plaintiffs were “laborers” within the scope of 40 U.S.C. §3142.

36. Upon information and belief, the prevailing wage as determined by the Sectary of Labor under this contract was \$15.86 per hour for the laborers.

37. While employed by Defendants, Plaintiffs worked and were not compensated their straight time or their overtime wages in accordance with the contract.

38. Unpaid straight time and overtime wages are due and owing to Plaintiffs by Defendants.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment against Perdomo Construction and Management Services, LLC, in favor of Plaintiffs in an amount to be determined at trial, but not less than \$190,320.00, which is the approximate amount of wages owed; and to grant to Plaintiffs such other and further relief as the Court deems just and proper.

**COUNT II  
(FLSA)**

39. Plaintiffs adopt herein by reference paragraphs 1 through 30 above as if fully set forth herein.

40. Defendants were required to pay Plaintiffs compensation at a minimum wage of \$7.25 per hour. *See* 29 U.S.C. §206(a)(1)(c).

41. Defendants were required to pay Plaintiffs compensation at the rate of one and a half times their regular hourly rate for all hours worked in excess of forty hours per week. *See* 29 U.S.C. § 207(a)(2).

42. For the majority of the Employment Period, Defendants failed to pay Plaintiffs any wages and therefore committed a clear violation of the minimum wage requirements.

43. Throughout the Employment Period, Defendants also failed to compensate Plaintiffs at the rate of one and a half times the minimum hourly wage for all hours worked in excess of forty hours per week.

44. Defendants' actions complained of herein constitute a willful violation of Sections 206 and 207 of the FLSA.

45. Defendants' violation makes them liable to Plaintiffs for all unpaid wages and unpaid overtime compensation, and an additional equal amount as liquidated damages.

WHEREFORE, Plaintiffs respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, in their favor in an amount to be determined at trial, but not less than \$100,000, which is two times the total wages and overtime compensation owed, reasonable attorneys' fees and costs, and such other and further relief as the Court deems just and proper.

**COUNT III  
(Virginia Minimum Wage Act)**

46. Plaintiffs adopt herein by reference paragraphs 1 through 30 above as if fully set forth herein.

47. Defendants were required to pay Plaintiffs the required minimum wage as prescribed by the Fair Labor Standards Act, currently \$7.25 per hour. *See* VA Code Ann. §40.1-28.10.

48. For the majority of the Employment Period, Defendants failed to pay Plaintiffs any wages and therefore committed a clear violation of the minimum wage requirements.

49. Unpaid wages are due and owing to Plaintiffs by Defendants.

50. Defendants' failure and refusal to comply with their obligations under the VMWA was willful and not in good faith.

WHEREFORE, Plaintiffs respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, and in favor of Plaintiffs in an amount to be determined at trial, but not less than \$50,000.00 and to grant to Plaintiffs their reasonable attorneys' fees and costs, and such other and further relief as the Court deems just and proper.

Respectfully submitted,

STEIN SPERLING BENNETT  
DE JONG DRISCOLL PC

By: /s/ Mary Craine Lombardo  
Mary Craine Lombardo (17140)  
25 West Middle Lane  
Rockville, Maryland 20850  
(301) 340-2020  
(301) 354-8126 – fax  
[mlombardo@steinsperling.com](mailto:mlombardo@steinsperling.com)

*Attorneys for Plaintiffs*

STEIN SPERLING BENNETT  
DE JONG DRISCOLL PC

ATTORNEYS AT LAW  
25 WEST MIDDLE LANE  
ROCKVILLE, MARYLAND 20850

TELEPHONE 301-340-2020